

TIFFANY & BOSCO, P.A

Gregory L. Wilde, Esq.

Nevada Bar No. 004417

212 South Jones Boulevard

Las Vegas, Nevada 89107

Telephone: 702 258-8200

Fax: 702 258-8787

nvbk@tblaw.com

Deutsche Bank National Trust Company, as Trustee of the Morgan Stanley Mortgage Loan Trust 2004-11AR
09-76503

UNITED STATES BANKRUPTCY COURT**DISTRICT OF NEVADA**

In Re:

BK Case No.: 12-17406-mkn

Bruno Malorni

Chapter 11

Debtor.

STIPULATION CLARIFYING PLAN TREATMENT OF PROPERTY LOCATED AT
9305 ASTON MARTIN DRIVE, LAS VEGAS, NV 89117

THIS MATTER HAVING been negotiated in good faith as between the parties, Gregory L. Wilde, Esq. of the Tiffany & Bosco, P.A. attorneys of record for Secured Creditor Deutsche Bank National Trust Company, as Trustee of the Morgan Stanley Mortgage Loan Trust 2004-11AR, having appeared and Bruno Malorni appearing through David E. Bruggenwirth, Esq., and this Court being fully advised on the premises, and good cause appearing;

IT IS HEREBY STIPULATED AND AGREED that the value of the Subject Property described as follows: 9305 Aston Martin Drive, Las Vegas, NV 89117, shall be adjudicated to be \$132,000.00 for the purposes of bifurcating the claim of Deutsche Bank National Trust Company, as Trustee of the Morgan Stanley Mortgage Loan Trust 2004-11AR.

1 IT IS FURTHER STIPULATED AND AGREED that Debtor shall maintain regular amortized
2 monthly payments of \$858.20 at 5.25% per annum over 256 months on the total crammed down value of
3 \$132,000.00 beginning with April 1, 2013 and with the maturity date of August 1, 2034.

4 IT IS FURTHER STIPULATED AND AGREED that in addition to the monthly mortgage
5 payment, the Debtor shall maintain an escrow account with Deutsche Bank National Trust Company, as
6 Trustee of the Morgan Stanley Mortgage Loan Trust 2004-11AR in connection with the Loan for the
7 insurance and property taxes on the Property. The current monthly escrow payment is \$210.44, which
8 may change as escrow needs are reanalyzed over the remaining life of the loan.

9 IT IS FURTHER STIPULATED AND AGREED that Debtor shall cure within 24 months of the
10 entry of the Order Confirming Plan the current post-petition escrow advances of \$2,348.94, by making a
11 \$97.88 payment per month until the post-petition escrow advances of \$2,348.94 are cured in full. All of
12 the above referenced payments should be sent to:
13

14 *America's Servicing Company*
15 *Attention: Payment Processing MAC #X2302-04C*
16 *1 Home Campus*
17 *Des Moines, IA 50328*

18 IT IS FURTHER STIPULATED AND AGREED that in the event Debtor fails to timely and
19 properly comply with the payments ordered above prior to confirmation of a Chapter 11 Plan in this case,
20 Deutsche Bank National Trust Company, as Trustee of the Morgan Stanley Mortgage Loan Trust 2004-
21 11AR shall send to Debtor written notice of default with a copy sent to Debtor's counsel, stating that the
22 Debtor shall have fifteen (15) days to cure. Also, an additional attorney's fee of \$100.00 will be incurred
23 for each notice of default. In the event Debtor fails to timely and properly cure the delinquency pursuant
24 to the 15-day written notice of default as set forth hereinabove, Deutsche Bank National Trust Company,
25 as Trustee of the Morgan Stanley Mortgage Loan Trust 2004-11AR may submit an Ex Parte Order
26 Terminating the Automatic Stay. Upon entry of the Ex Parte Order, the Automatic Stay shall be
immediately terminated and extinguished for all purposes as to Secured Creditor, Deutsche Bank

1 National Trust Company, as Trustee of the Morgan Stanley Mortgage Loan Trust 2004-11AR, its
 2 assignees and/or successors in interest, may proceed with a foreclosure of and hold a Trustee's Sale of
 3 the Subject Property, pursuant to applicable state law, and commence any action necessary to obtain
 4 complete possession of the Subject Property.

5 IT IS FURTHER STIPULATED AND AGREED that the Liens on the Subject Property will be
 6 retained to full amount of secured claim until secured claim is paid in full.

7 IT IS FURTHER STIPULATED AND AGREED that an additional 7% pre-payment penalty,
 8 based upon balance due, will be payable if the subject property is sold prior to five (5) years from the
 9 date of Confirmation.

10 IT IS FURTHER STIPULATED AND AGREED that the terms of this Stipulation shall be
 11 incorporated into the final Order Confirming Plan, a copy of which is to be provided to Secured Creditor
 12 for review prior to entry and that to the extent of any inconsistency between the terms of this Stipulation
 13 and the terms set forth in any Chapter 11 Plan, the terms of this Stipulation control.

14 IT IS FURTHER STIPULATED AND AGREED that the terms, provisions and duties imposed
 15 upon each party pursuant to this Stipulation shall become void and extinguished in the event this
 16 bankruptcy proceeding is dismissed, converted to another chapter or otherwise terminated by any other
 17 means or in the event the automatic stay is later terminated in favor of this secured creditor.

18 Submitted by:

19 TIFFANY & BOSCO, P.A

20 By  #10235

21 GREGORY L. WILDE, ESQ.
 22 Attorneys for Secured Creditor
 23 212 South Jones Boulevard
 24 Las Vegas, Nevada 89107

25 APPROVED AS TO FORM & CONTENT:

26 David E. Bruggenwirth, Esq.

By 
 David E. Bruggenwirth, Esq.
 Attorney for Debtor